SEPTEMBER 28, 1957

THE

SOLICITORS' JOURNAL

VOLUME 101

NUMBER 39

CURRENT TOPICS

Changes in the High Court Bench

THE impending retirement of Mr. Justice HALLETT on 30th September was announced this week, and the Queen has signified her intention of appointing Mr. AUBREY MELFORD STEED STEVENSON, Q.C., to be a judge of the High Court. Mr. Justice Hallett, who is 70, is a former President of the Oxford Union Society. Called to the Bar in 1911, he took silk in 1936, and became Recorder of Newcastle upon Tyne in 1938, being appointed to the High Court Bench in the following year. We wish him a long and happy retirement. Mr. Melford Stevenson, who was called to the Bar in 1925 and took silk in 1943, was Recorder of Rye from 1944 to 1951, and in 1952 became Recorder of Cambridge. He will be assigned by the Lord Chancellor to the Probate, Divorce and Admiralty Division. The good wishes of the profession go with him in his new office.

Wolf ?

THE increase in the bank rate to 7 per cent. must result either in a further rise in the interest charged by building societies or in a shortage of funds or both. Whatever happens it seems likely that there will be something of a recession in conveyancing. The temptation when harsh measures are announced is, mentally at least, to contract ourselves out of them. In past crisis years there has been an initial jerk followed by gradual easing. The biggest internal problem the Government face is inflation. If the pound can be held steady it will be worth doing without some conveyancing for a time. It is clear that we can expect no more public expenditure, for example on legal advice, and we suspect that claims for increases in costs will be coolly received. If the Government really mean business they can count on the wholehearted support of the legal profession irrespective of party ; if some interests exempt themselves from conformity there will be disaster.

Mens Rea and Hire-Purchase Control

A DECISION by Mr. Justice DIPLOCK at the Central Criminal Court on 16th September raises an important point under the Hire-Purchase and Credit-Sale Agreements (Control) Orders, affecting hire-purchase finance companies. Dealers, and a director and salesman employed by them, were convicted and fined for unlawfully disposing of cars under hire-purchase agreements without an initial deposit of 50 per cent. (as was then required) of the purchase price having been paid. It was

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not alleged that the finance company, which was also convicted and fined, knew that any offence was being committed. The forms sent to the finance company by the dealers showed that the proper deposit had been paid, and there was no reason to believe that they knew that this was not so. The learned judge held that this was not a defence, and that as long as the jury were satisfied that they allowed the hirers to get possession of the cars without an initial payment of at least half of the purchase price, then as a matter of law they must find them guilty. The learned judge expressly differed from Mr. Justice BARRY'S decision in an exactly similar case at the Central Criminal Court last June. He granted time in which to pay the fines, and certificates of appeal.

Compulsory Acquisition: Objectors' Rights

MICHAEL ANGELO TAYLOR'S Act of 1817, under which, according to a leading article in *The Times* of 16th September, the London County Council propose to acquire land for street improvements, enables the authority to proceed without incurring the delay incidental to an objector insisting on being heard in a local inquiry before a Government inspector. This action, to put the matter at its lowest, seems sufficiently drastic to require the fullest possible public explanation and justification by the council. Lawyers and advocates should feel no hesitation in declaring their interest in the matter and supporting the citizen's right to have his grievances properly put forward in all cases of compulsory acquisition.

YOUTH AND EFFICIENCY

HARROGATE, *Tuesday*.

PRESUMABLY it is not merely coincidental that the Annual Conference of The Law Society is held in the autumn which, we are assured, is the season of mists and mellow fruitfulness. The 400 or so solicitors who met in the Royal Hall this morning in the midst of a serious epidemic of influenza, encompassed by floods, threatened by gales and confronted by a swingeing increase in the bank rate, looked uncommonly mellow. The inaugural address of Mr. Ian Yeaman was extremely fruitful but, apart from a very short excursion into the mists of antiquity and the conditions of life in 1906, was not in the least misty. After a charming and lively welcome by the Mayor of Harrogate, Miss Alice Wardle, who confessed to having a complex about men of the law (derived from meeting a judge at too early an age), but admitted that although we are distinguished we are ordinary and quite kind, Mr. Yeaman lost no time in telling us that we are not attracting into the profession enough young men and women with the necessary ability, education and character. Mr. Yeaman's answer to this problem, in part, is to pay articled clerks during articles and to cease to exact premiums. This is only sturdy common sense. We pay, reluctantly perhaps, £5 a week or so to boys and girls of seventeen and eighteen and grudge subsistence to the future solicitor. To those who say that the articled clerk is not worth a salary we reply that it is surprising how valuable become the services of one who is valued. The number of parents who can afford not only to support their sons and daughters until the age of twenty-two or more but can also pay premiums is diminishing. These facts have been apparent for some time and we are glad to have a President with the courage to proclaim them—incidentally, without provoking any dissent.

Recruitment and Education

More radical and controversial is the President's speed in taking up the suggestion made by the Master of the Rolls in June (see pp. 488, 490, *ante* for integrating the training of the two branches of the profession as an alternative to fusion. While he was careful to explain that he put forward only "tentative proposals," we have no doubt that they will and should be carefully considered by both branches of the profession. The suggestion is that there should be a uniform system of basic legal education for both budding solicitors and budding barristers, all of whom should serve for a period in solicitors' offices. This period of service should be followed by a legal examination and the students would then choose whether to become barristers or solicitors. Those who chose the Bar would serve a further period in chambers and then take a specialised examination; those who chose to be solicitors would continue to work in solicitors' offices and take another specialised examination. As a corollary it should become easier to change over from one branch to the other after call or admission, subject to safeguards to prevent unfair attraction of business and preserve the traditions and independence of the Inns of Court. The proposals differ to some extent from the suggestions which we have made recently in these columns. We would like to see the Bar become truly the senior branch of the profession and to consist of consultants and experts; while we would not prohibit direct call to the Bar, we would like to see it a common practice for a barrister to spend some time as a solicitor before being called. It is possible that Mr. Yeaman's scheme would have the same result in practice. The advantages, in our opinion, would be immense; the disadvantages to the Bar might be of some substance, but we hope that barristers, who are going through a difficult period, will recognise the basic soundness of these proposals.

Not content with releasing this *ballon d'essai*, Mr. Yeaman next questioned the soundness of our present final examination and evoked applause when he suggested that examiners should ask themselves: "Is there any question directed to bowling the candidate out rather than testing his ability to score?" We are less confident about his proposal for testing the character of intending articled clerks by something on the lines of a War Office selection board or country house week-end. The sheer physical difficulty of organising such a scheme is a deterrent.

Efficiency

Recruitment was the keynote of the President's speech, but the emphasis of the conference is on efficiency. There is an exhibition of office equipment and organisation generally, and when we withdraw ourselves from the public gaze this afternoon we shall discuss office efficiency and public relations. The best possible form of public relations is efficiency and speed. The complaint we hear most frequently is not that we are bad lawyers, not that a very few of us walk off with our clients' money, not that we are expensive, but that we are slow. No doubt the lay client underestimates the work that we have to do and the care that we have to take: even so, if we search our consciences many of us may find that we are sometimes too slow and anything which will speed us up we should welcome. At all events, it is clear that we have a President, Council and staff who spend more time and energy on facing the future than on mourning the past.

"NOT AS OTHER MEN"

DR. KINSEY'S vast survey revealed that in the United States 4 per cent. of adult white males are exclusively homosexual throughout life, 10 per cent. are more or less exclusively homosexual for at least three years, and that 37 per cent. have at least some overt homosexual experience, to the point of orgasm, between adolescence and old age. Even if these figures are higher than would be found in this country—and there is no evidence that they are—many millions of homosexual offences are probably committed here each year. Yet, during 1955, only 831 persons were convicted of such offences in England and Wales. When there is such astronomical disparity between the number of offences committed and the number of convictions secured, the law is brought into disrepute: either the methods of detection are faulty, or the law itself is unfitted to the social structure. No reasonable person would seriously suggest that an attempt should be made to seek out and punish even a proportion of the offenders, since this would give full-time employment to a larger police force and prison service than we could support in this country; the inescapable conclusion must be that the law itself is unenforceable and in need of amendment.

It was against such a background of reasoning that Sir John Wolfenden's committee considered the problem of legal sanctions for homosexual conduct: its recently published report is a lucid exposition of the case as it appeared to the committee, after hearing evidence from 174 individual witnesses and reading reports from eleven associations, which is presented with a freedom from prejudice rarely encountered when sexual matters are discussed. The committee was set up soon after the notorious trials which seemed to suggest that there might be an element of "witch-hunting" in the investigation of homosexual offences; although it is probably not true that there was any nation-wide "persecution" of homosexuals, these trials gave rise to justifiable public uneasiness about the methods by which such crimes are brought to light and the gross disparity of sentences in similar cases. It is pleasant to think that the men who went to prison while their equally guilty, but infinitely more despicable, partners went unpunished, may have helped to civilise the law and bring this country into line with the rest of Europe in the treatment of homosexual offences.

The report distinguishes between homosexuality—which is a medical and social problem—and homosexual offences, with which the committee was concerned; bearing in mind that "the concept of illness expands continually at the expense of the concept of moral failure," as one sociologist has said, the Committee rejects the view that homosexuality is a disease and refuses to acknowledge that homosexual is any less resistable than heterosexual desire. In fact, the whole tendency of the report is to regard homosexual offences as *ejusdem generis* with fornication and adultery, which are moral and social problems rather than criminal, unless they directly damage society, as when the young are seduced or public decency is outraged.

The evidence before the committee did not support the view that homosexual relations between adult males were any more damaging to the health of society or to family life than fornication, adultery or lesbianism, nor was there any support for the widely held view that homosexualilty in adult life is caused by seduction in youth. An important conclusion from the expert evidence is that the male who indulges in sexual relations with another adult male is in quite a different category from the paedophiliac, and that the former does not turn to boys unless denied his "normal" outlet by, for example, the fear of blackmail. Furthermore, if the paedophiliac were to remain outside the law while homosexual relations with adults went unpunished, he might prefer the less dangerous activity, as has happened in the Netherlands since the law was changed. In both these ways removing homosexual practices between adult males from the ambit of the criminal law might protect the young—possibly the female as well as the male, since paedophiliacs appear to be attracted to the young of both sexes indiscriminately. The larger question of the desirability of making the individual rather than the State responsible for personal morality is also touched on: it is felt that a mature agent is likely to respond better if the responsibility for his private morals is made a personal matter; the threat of punishment by the law may create the impression that it is the duty of society to control such aberrations and that the individual's part is limited to the evasion of detection.

The committee therefore recommends (with a single dissentient) that homosexual behaviour between consenting adults in private should no longer be a criminal offence. "Consenting" leaves the law intact with regard to indecent assaults; "in private" means that any act which outrages public decency would be an offence. In other words, homosexual and heterosexual behaviour would be punishable in exactly the same circumstances. But in the definition of "adult" the analogy with heterosexual offences is left behind. Although the medical witnesses agreed that the adult sex pattern was fixed by the age of sixteen, this age was considered too low, and twenty-one was decided on, for two reasons: the recognised legal age of responsibility for important personal decisions is twenty-one, and many young men are especially exposed to temptation between the ages of sixteen and twenty-one when they are leaving home to go into the services or start on a career. The idea of a "statutory defence" of ignorance of age, similar to that available on a charge of unlawful carnal knowledge, is rejected.

Penalties

There was less agreement on the committee's recommendations regarding the punishment of those practices which they consider should remain criminal. At present the law singles out buggery from other homosexual offences, imposing a maximum sentence of life imprisonment, whatever the circumstances of the offence. The committee suggests that this maximum penalty should be retained only in cases where the offence is committed with a boy under the age of sixteen; that for offences with a person between sixteen and twenty-one, the maximum punishment should be five years' imprisonment; and that buggery between consenting adults in private should not be a criminal offence. It is also recommended, for technical reasons, that buggery should no longer be a felony, but a misdemeanour. In arriving at its decision the committee was influenced by the evidence before it that buggery is no more likely to cause either physical or mental harm than other forms of homosexual behaviour, except possibly in the case of the very young, and that, if physical injury results, a charge of indecent assault provides the remedy. The only reasons given for retaining the heavier penalty for buggery are the similarity between this offence and heterosexual intercourse, the long and weighty tradition

of the common law that the " abominable crime " is quite distinct from other homosexual behaviour, and the stronger instinctive revulsion which it arouses. This seems to be the only point at which the report lapses from its rational approach into an acceptance of general prejudices and tribal attitudes which are, according to the scientific evidence, quite untenable. Four of the fifteen members of the committee, including both the medical members, dissent from this recommendation; they refuse to recognise the validity of the " long-standing tradition " argument and they believe that public opinion can be equally revolted by other homosexual acts, such as orogenital intercourse. It is notable that in no other European country does such a distinction exist, and it seems unfortunate that this opportunity for laying an old bogey should have been missed.

Other maximum penalties suggested by the committee are ten years' imprisonment for indecent assault, five years' imprisonment for gross indecency committed by a man over twenty-one with a person of between sixteen and twenty-one years, and two years' imprisonment for gross indecency in other circumstances.

Procedure

At present almost all homosexual offences can only be tried on indictment, but since most of the offenders are dealt with in a way which would be open to a magistrates' court, the committee recommends that all cases of gross indecency should be tried summarily with the consent of the accused. When one recalls the pathetic stream at assizes and quarter sessions of those pleading guilty to such offences, at first sight this seems a very reasonable suggestion, but whether it would have any marked effect on the present gross disparity of sentences is dubious.

Disposal of offenders

The disposal of the convicted is always a difficult problem and in these cases it is complicated by the nature of the offenders. " It seems to us," says the committee, " that the law itself probably makes little difference to the amount of homosexual behaviour which actually occurs;" therefore punishment must be aimed at the protection of society and the reform of the offender rather than deterrence. The vexed question of medical treatment further complicates the problem. Section 4 of the Criminal Justice Act, 1948, has proved less valuable than was hoped, partly because the period of probation conditional on treatment is limited to one year, and partly because of the difficulty in making the necessary arrangements for such treatment in the short time available between detection and trial. Furthermore, on the committee's own hypothesis that homosexuality is not a disease, it is difficult to see why such offenders should be treated any differently from other prisoners, most of whom could probably put up a good case for needing treatment if they could afford a psychiatrist.

The committee deplores the statements made by the courts in some cases suggesting that the offender will receive medical treatment in prison, or even that he is being sent to prison for that purpose. These statements are largely made in ignorance of the minute proportion of the prison population receiving such treatment, but they nevertheless cause a great deal of resentment and disillusion.

Obligatory medical reports are not desirable: the committee sees no good reason for interfering with the present discretion of the courts, and there is always the danger of " handing over to doctors the essentially judicial duty of passing sentence on a person convicted of a crime." These are cogent arguments, but the further suggestion that medical evidence would take up too much of the court's time weakens the case; if such evidence is necessary to ensure that justice be done, the courts must hear it, however inconvenient this may be: no less resolute an attitude to judicial duty can be tolerated.

Medical treatment

As regards medical treatment, all the evidence was to the effect that complete re-orientation of the homosexual is rare and that dramatic results are not to be expected. But mental stress can be reduced, continence assisted, and detrimental factors in environment eliminated by the combined attack of doctor, priest and social worker, provided the offender is himself anxious to alter his ways. (This is often an obstacle, because the homosexual may be understandably unwilling to trade the substance of satisfaction with his own sex for the shadow of heterosexual achievement, particularly as the idea of any such thing may be revolting to him.) Special institutions for homosexuals are not recommended, although separate " maximum security, minimum discipline " establishments are considered desirable for the general dullard recidivist prison population. Oestrogens (female sex hormones) are acknowledged as valuable in reducing desire, and have no lasting ill-effects on health, but will only effect a permanent cure where the patient perseveres with treatment. It is therefore recommended that the present ban on oestrogen treatment in prisons should be lifted. Castration is not considered to be of any general use, since it may fail to remove either the desires or the ability to fulfil them.

Doctors Curran and Whitby, the medical members of the committee, in a note included in the report, amplify and in some respects differ from the conclusions of the rest of the committee. They believe that a realisation of the different clinical varieties of offenders is essential to a proper understanding of the problem, since the gravity of any particular offence can only be gauged by relating it to the class of homosexuality into which the offender falls. Thus, the classes of offenders range from the adolescent and mentally immature adult, who will " meet an attractive girl, fall in love, and all's well," to the rare " severely damaged personality " who flaunts his effeminacy in the face of society and is entirely resistant to treatment. The doctors confirm that the majority of offenders are bisexual and they recommend that as many cases as possible should be treated without resort to prison, although a prison sentence may itself have therapeutic value. Because very few of the prison population are suitable for psychiatric treatment an unjustified pessimism may result, but properly selected homosexuals respond well to treatment. The doctors also make reservations as to the offences punishable by law; both would limit these to indecent assault and gross indecency in public or with boys under the age of sixteen years; they believe that the effects of the seduction of youth have been greatly exaggerated and that to impose a heavy sentence for an offence with a boy only tends to increase the concern of parents in a matter which is best forgotten as quickly as possible. Dr. Curran would reduce the suggested maximum sentence for indecent assault from ten to two years, since he believes that retributive sentences have less deterrent effect than the certainty of conviction.

There is little doubt that the general tenor of these proposals will be in accord with the feelings of reasonable men in every walk of life, but that is not to say that they will easily become law. An example of the ill-informed and hysterical reaction

of many of the public is this extract from a letter published in one of the more progressive national newspapers :—

" Yesterday somebody who should know about it told me the ancient Greeks were homosexuals. If so, they were a thoroughly bad lot. It's high time we banned Greek from our schools and universities."

And these sentiments are not confined to the lunatic fringe : another popular newspaper reports that their correspondents were " 98 per cent. against " the committee's recommendations on homosexuality. It is often said—and the report mentions this—that those who are most violently opposed to any homosexual activity have themselves either conscious or subconscious homosexual inclinations. The kind of dispassionate approach which is exemplified by Birkett, L.J.'s article in the *Observer* cannot be expected in many quarters, which makes it all the more important that members of the learned professions, and others who can be relied on to give a fair hearing to any minority cause, should be thoroughly informed of the true facts, so far as they are known, before battle is joined.

MARGARET PUXON.

THE CHEQUES ACT, 1957

THE Cheques Act, 1957, received the Royal Assent on 17th July, 1957, and will come into operation on 17th October, 1957, three months after the date of the Royal Assent (s. 8 (2)).

The Act, which also extends to Northern Ireland (s. 7), makes two important changes in the law which may be summarised in general terms as follows :—

(1) It will no longer be necessary to indorse a cheque drawn in favour of a payee who pays it into his own banking account ; and

(2) An unindorsed cheque which appears to have been paid by the banker on whom it is drawn will become *prima facie* evidence of the receipt by the payee of the sum payable by the cheque.

The Act is to be construed as one with the Bills of Exchange Act, 1882 (s. 6 (1)).

Dispensing with indorsement

(*a*) *The paying banker*

Section 1 (1) of the Cheques Act, 1957, provides that where a banker in good faith and in the ordinary course of business pays a cheque drawn on him which is not indorsed or is irregularly indorsed, he does not, in doing so, incur any liability by reason only of the absence of, or irregularity in, indorsement, and is deemed to have paid it in due course. Subsection (2) of the same section extends the protection to certain other documents such as interest warrants and conditional orders for payment which are not strictly cheques (a cheque is a bill of exchange drawn on a banker payable on demand : Bills of Exchange Act, 1882, s. 73) and to bankers' drafts.

The section is concerned with the protection of the paying banker, who must have acted in good faith (a thing is deemed to be done in good faith where it is in fact done honestly, whether it is done negligently or not : Bills of Exchange Act, 1882, s. 90) and in the ordinary course of business, which must be the recognised or customary course of business of bankers.

The position is undisturbed under s. 60 of the Act of 1882, which provides that where a banker pays a cheque drawn on his bank in good faith and in the ordinary course of business it is not incumbent on the banker to show that the indorsement of the payee or any subsequent indorsement was made by or under the authority of the person whose indorsement it purports to be, and the banker is deemed to have paid the cheque in due course, although such indorsement has been forged or made without authority. It will thus be seen that, as most paying bankers have no knowledge, or means of knowledge, of the genuineness or otherwise of the indorsement, in practice no material strengthening of the paying banker's position *vis-à-vis* his customer has been effected.

Hitherto payment on a forged indorsement in the ordinary course of business would probably have been protected, though negligent (*Brighton Empire and Eden Syndicate* v. *London & County Bank* (1904), *The Times*, 24th March, cited in Halsbury, 3rd ed., vol. 2, p. 194, note (*a*)), and as s. 1 (1) of the Cheques Act, 1957, again does not mention negligence a similar result would appear to follow in the event of negligent payment of an unindorsed cheque if made in good faith and in the ordinary course of business.

(*b*) *The collecting banker*

The position of the collecting banker is covered by s. 4 (1) of the Cheques Act, 1957, which provides that where a banker, in good faith and without negligence—

(*a*) receives payment for a customer of an instrument to which the section applies ; or

(*b*) having credited a customer's account with the amount of such an instrument, receives payment thereof for himself ;

and the customer has no title, or a defective title, to the instrument, the banker does not incur any liability to the true owner of the instrument by reason only of having received payment thereof.

By s. 4 (3) a banker is not to be treated for the purposes of s. 4 as having been negligent by reason only of his failure to concern himself with absence of, or irregularity in, indorsement of an instrument.

The instruments to which s. 4 applies are cheques, and other documents intended to enable a person to obtain payment from a customer's bank such as interest warrants, government payment orders and bankers' drafts (s. 4 (2)).

The protective provisions of s. 4 (1) substantially re-enact the provisions of s. 82 of the Bills of Exchange Act, 1882, with the important addition that the protection now extends to uncrossed cheques as well as to crossed cheques. Section 82 originally applied to cheques only : its provisions were subsequently extended by s. 17 of the Revenue Act, 1883, the Bills of Exchange (Crossed Cheques) Act, 1906, and the Bills of Exchange Act (1882) Amendment Act, 1932, all of which, together with s. 82 itself, are repealed by the Cheques Act, 1957 (s. 6 (3)).

Additionally, s. 5 of the Cheques Act, 1957, extends the provisions of the Bills of Exchange Act, 1882, relating to crossed cheques to the instruments other than cheques detailed in s. 4 (2) in cases where such provisions would be applicable.

The collecting banker has to act on behalf of a customer. This may be largely a question of fact but it would seem that a customer is normally a person keeping some account with the

bank. The duration of the account and the frequency of the dealings are not fundamental in considering the relationship, which may arise under a single isolated transaction (*Ladbroke & Co.* v. *Todd* (1914), 111 L.T. 43). The collecting banker must also act in good faith and without negligence. This differs from the duty of the paying banker, who has to act in good faith and in the ordinary course of business. It would thus seem that a higher standard of care is imposed upon the collecting banker.

Effect of the changes

The general law prior to the Cheques Act, 1957, is unchanged except for the variation that a paying banker does not incur any liability for having paid the cheque, and a collecting banker is not to be treated as having been negligent, solely by reason of the absence of, or irregularity in, the endorsement of the cheque.

Thus, questions of negligence such as arose in the recent cases of *Bute* (*Marquess*) v. *Barclays Bank, Ltd.* [1955] 1 Q.B. 202 (crediting proceeds of order to "pay *A* for *B*" to personal account of *A* without inquiry), *Baker* v. *Barclays Bank, Ltd.* [1955] 1 W.L.R. 822 (failure to make inquiries when partnership cheques appropriated by one partner, handed over to a customer of bank, and paid into customer's account) and *Nu-Stilo Footwear* v. *Lloyds Bank, Ltd.* [1956] C.L.Y. 676 (large sums, including third party cheques, passed through new account of customer introduced as starting in business as freelance agent) would still be decided on the same principles as before the Cheques Act, 1957.

It may prove in practice that the word "only" is of prime importance and where there are other factors to put the banker on inquiry the absence of, or irregularity in, an indorsement may possibly still be taken into account in assessing whether or not a banker has been guilty of negligence, or whether or not he has acted in the ordinary course of business. For example, there is apparently no longer any need for an open cheque to be indorsed when paid over the counter, but it is doubtful if a paying banker would have acted in the ordinary course of business if he paid such a cheque to a stranger without evidence of identity including, possibly, requiring the cheque to be indorsed.

On the other hand the rights of bankers who collect cheques not indorsed are not affected, for s. 2 of the Cheques Act, 1957, provides that a banker who gives value for, or has a lien on, a cheque payable to order which the holder delivers to him for collection without indorsing it, has such (if any) rights as he would have had if, upon delivery, the holder had indorsed it in blank. The banker is thus placed in the same position as he would have been in prior to the Act if an indorsed cheque had been paid into the customer's account and all the law applicable in such circumstances will continue to apply even though the need for indorsement is now dispensed with.

Negotiating cheques

The Cheques Act, 1957, does not make negotiable any instrument which, apart from the provisions of the Act, is not negotiable (s. 6 (2)). It will, therefore, continue to be necessary to indorse a cheque which it is desired to negotiate, either because the payee has no banking account or for some other reason.

Unindorsed cheques as evidence of payment

Section 3 of the Cheques Act, 1957, provides that an unindorsed cheque which appears to have been paid by the banker on whom it is drawn is evidence of the receipt by the payee of the sum payable by the cheque.

Payment of a sum of money may be proved either by the production of a receipt or by any other evidence from which the fact of payment may be inferred. In *Egg* v. *Barnett* (1800), 3 Esp. 196, the production of an indorsed cheque by the drawer was held to be evidence of payment. The present section now makes an unindorsed cheque evidence of the receipt of the money by the payee.

It remains to be seen to what extent the present practice of having printed receipt forms on the back of cheques will be discontinued. The Committee of London Clearing Bankers has undertaken in suitable cases to continue examining receipts on the back of cheques for the benefit of customers. However, customers are being asked to review their requirements and in view of the decision in *Neuchatel Asphalte Co., Ltd.* v. *Barnett* [1957] 1 W.L.R. 356 there is obviously some limit to the value of elaborate forms of receipt on the back of cheques. It may well be that the practice will become much less widespread.

H. N. B.

"THE SOLICITORS' JOURNAL," 26th SEPTEMBER, 1857

On the 26th September, 1857, The Solicitors' Journal discussed the possible sites for the proposed new Law Courts to replace those at Westminster: "Quitting . . . their ancient home, the lawyers must turn their faces eastwards . . . If they were guided entirely by architects . . . there would be little hesitation in fixing upon Lincoln's Inn Fields . . . It may, however, be well to bear in mind that the construction of a convenient court is a problem of considerable difficulty and that its solution is not likely to be advanced by attempting it under a supposed necessity of contributing to the architectural embellishment of the metropolis . . . All we contend for is that the convenience of lawyers and suitors should be first considered and not treated as a subordinate part of the design . . . But there are sanitary arguments against encroaching on Lincoln's Inn Fields. It is urged that, if space be wanted for an extensive building, it should be obtained by clearing for the purpose, and not by appropriation of the few unoccupied acres which yet remain in the heart of a vast and crowded city. It has, however, been answered . . . that the courts would occupy about one-fourth of the whole area . . . It may be added that the comparative retirement of the area would be very suitable for the quiet transaction of judicial business . . . Supposing, however, that the open area of the Fields is to be religiously preserved . . . there is another situation of which the advantages are in some respects . . . superior . . . It is proposed . . . that nearly eight acres of land bounded by Carey Street on the north, by the Strand on the south, by Chancery Lane on the east and by Clement's Inn and New Inn on the west should be purchased and cleared of existing buildings at an estimated cost of £675,000. The Strand would be widened to the extent of 100 feet and the position of the courts . . . would render them generally accessible. At the same time they would be equally distant from Lincoln's Inn and from the Temple."

Alderman Dr. William George, solicitor, of Portmadoc, Barmouth and Pwllhelli, brother of the late Earl David Lloyd George, has completed seventy years in practice.

Miss Phyllis Ashton, solicitor, of Bradford, addressed the social studies group of the Bradford Central Townswomen's Guild on 17th September on the subject of "Women and the Law."

Common Law Commentary

A SALESMAN'S CUSTOMERS

IF when a salesman joins a firm he brings with him customers already known to him, may he when he leaves that firm continue to solicit those customers? Though in the case in which the question as framed above was asked (*M. & S. Drapers* v. *Reynolds* [1957] 1 W.L.R. 9; *ante*, p. 44) it was not authoritatively answered, it is clear that the Court of Appeal thought that the answer would be in the affirmative in many cases, so that a covenant to the contrary would be void as being in undue restraint of trade.

This point is not unimportant because the standard type of covenant found in most books of precedents does not provide for this exception. Nor is it necessarily the only case which ought to be excepted: a study of the judgment delivered by Morris, L.J., reveals two other cases where it may be unreasonable to provide that the servant shall not solicit orders for his new employer, viz., those former customers of the ex-employer who have ceased to deal with him and those who have moved from his area of operation.

This case shows the continued dislike of the courts for covenants in restraint of trade between employer and employee. Not long ago there was a decision to the effect that where a covenant exceeds what is reasonable and it is desired to sever that part which offends from that which by itself is reasonable the court will be more reluctant to exercise its power to sever where the contract is between master and servant than where it is between vendor and purchaser (*Ronbar Enterprises, Ltd.* v. *Green* [1954] 1 W.L.R. 815). Where severance is not allowed the clause will be wholly void.

Three conditions

In general terms the primary considerations governing the validity of any covenant in restraint of trade are three: (1) the covenantee must have an interest to be protected and the covenant must be no more than is necessary to protect that interest; (2) the interest of the covenantor must not be unduly invaded so as to prevent his earning his living by his normal occupation in a country in which he is at home; (3) the interests of the public must not be harmed by, for example, depriving it of the skill and learning of the covenantor unreasonably.

So far as (1) is concerned between master and servant, it has been laid down that the master cannot claim an interest in preventing competition by the servant except to the extent that the servant has learned trade secrets or acquired confidential information; nor may he effectively take a covenant against a servant whose contact with customers was non-existent or in such a lowly capacity that he would not be likely to have acquired any influence with customers.

More important as between master and servant is item (2). Suppose a servant to have been in a position of influence serving a master whose business covers the whole country, and suppose further that the master has almost a monopoly (in practice) of the particular trade. Can he not claim an interest to be protected which extends throughout the country and require the servant to refrain from entering into the service of any other firm engaged in that trade for a period from the expiration of his service? No, said the House of Lords, in *Herbert Morris, Ltd.* v. *Saxelby* [1916] 1 A.C. 688. The interests of the covenantor may outweigh those of the covenantee.

Two types of covenant

Basically there are two types of covenant met with in practice: (*a*) the covenant against soliciting former customers, and (*b*) the covenant against taking similar employment for a specified period after leaving the employ. Type (*b*) is the more difficult to justify between master and servant. Certainly it cannot extend throughout the country except in very exceptional circumstances as where the business is world-wide and the servant can reasonably be required to take work in another country (*Morris* v. *Saxelby*, *supra*; and see *Nordenfelt* v. *Maxim Nordenfelt* [1894] A.C. 535). But a covenant for a reasonable area, i.e., approximately the area served by the employer's business, and for a reasonable time is valid, and in some cases only one of these limitations need be included (*Fitch* v. *Dewes* [1921] 2 A.C. 158).

So far as type (*a*) is concerned, this is necessary if such restraint is required, since at common law a servant may after leaving his master compete with him and may solicit old customers, except that he must not compile a list while employed by the master and use it when he has left him (*Hart* v. *Colley* (1890), 62 L.T. 623).

It was such a type of covenant that had been extracted in the instant case. The employers were credit drapers and the representative was a collector salesman. He worked for them for some two years before any contract in writing was drawn up. The clause that we are concerned with was to the effect that for five years after leaving the employment he was not directly or indirectly to sell or solicit orders as a credit draper from any person whose name should have been inscribed in the firm's books as a customer during the three years preceding termination of his employment. The court held that five years was an unreasonably long period and that in consequence the clause was void.

As indicated above, although it was not necessary to the decision, since the clause was void on the ground of the length of time, the court expressed some views on other aspects of the case, observing in particular that as, in this case, the representative had brought to the business when he joined it customers of his that he had acquired before being employed by the plaintiffs, it would be unreasonable to restrain him from soliciting orders from them. Other credit drapers could solicit orders from such customers and the plaintiffs could as well, and there would, therefore, not be a good reason for preventing the defendant from so doing.

Limited clauses

In future, when drafting a clause in a service contract where this point is likely to arise, it will be necessary to limit the operation of the clause to customers not already effective customers of the servant at the time of his joining the firm. That may be a matter which ought to be recorded at the time by requiring the servant to produce a list and by providing that its effectiveness is to be tested by the course of events during, say, the first three months of employ, i.e., only those in the list who place orders to be treated as effective customers within the exception. What then of customers who have left the employer at the time of the termination of the employment, and those who have left the district? There is a lot of ground for controversy on the facts if clauses have got to be limited in this way.

L. W. M.

A Conveyancer's Diary

SUPPLYING OMISSIONS IN TESTAMENTARY INSTRUMENTS

THERE cannot now be any dispute about the principle: it is stated in a passage in Jarman on Wills (8th ed., p. 592) as follows: When it is clear on the face of a will that the testator has not accurately or completely expressed his meaning by the words which he has used, and it is also clear what are the words which he has omitted, those words may be supplied in order to effectuate the intention, as collected from the context. This passage was cited with approval by Vaisey, J., in *Re Smith* [1948] Ch. 49, and by Lord Evershed, M.R., in *Re Follett* [1955] 1 W.L.R. 429, and even more recently by both Jenkins and Romer, L.JJ., in *Re Whitrick; Sutcliffe* v. *Sutcliffe* [1957] 1 W.L.R. 884 (and p. 574, *ante*).

It is the opening words of this passage to which I wish to call particular attention: the omission must appear on the face of the will. From this it would seem to follow that the evidence admissible upon an application to the court to supply words which it is alleged were omitted *per incuriam* in a testamentary instrument consists of the instrument alone, nothing else being admissible. This view is supported by earlier authorities, in which the foundations of the rule were laid. An excellent example is *Key* v. *Key* (1853), 4 De G.M. and G. 73, where Knight Bruce, L.J. (in a passage quoted by Jenkins, L.J., in *Re Whitrick*) said this: "In common with all men I must acknowledge that there are many cases upon the construction of documents in which the spirit is strong enough to overcome the letter; cases in which it is impossible for a reasonable being, upon a careful perusal of an instrument, not to be satisfied from its contents that a literal, a strict or an ordinary interpretation given to particular passages would disappoint and defeat the intention with which the instrument, read as a whole, persuades and convinces him that it was framed. A man so convinced is authorised and bound to construe the writing accordingly."

Re Smith

That is certainly how Vaisey, J., approached the problem in *Re Smith*. There the principal provision in the will of a testatrix, a married woman, was a direction that in the event of her husband predeceasing her, or if surviving her dying within one month of her death, her residuary estate should be divided among a number of persons, all of whom were either brothers, sisters or nieces of her husband, and certain charitable institutions. The will contained no disposition of the residuary estate to take effect in the event (which happened) of the testatrix's husband surviving her by more than one month. It was suggested that such a disposition should be implied by the court. The matter was dealt with as one entirely of construction. Starting with this, that it was very surprising to find that the testatrix had in the circumstances made no disposition of her estate in the event which happened, the learned judge went on: "If I had read this will in draft and been asked whether I saw anything the matter with it, it would, I think, have leapt to the eye that there must have been some omission, and the question is whether, having come to that conclusion, I am able to say what that omission is as a matter of necessity . . ." And the conclusion was that Vaisey, J., felt himself entitled, as a matter of necessary implication, to find that what had been omitted was a gift of residue to the testatrix's husband in the event, which had happened, of his surviving her by more than one month.

Re Whitrick

In *Re Whitrick* the will was also that of a married woman. By it the testatrix gave her whole estate to her husband absolutely. She then went on to provide that in the event of her husband and herself both dying at the same time her estate should (in effect) be divided between two sisters and a nephew of hers. The husband predeceased the testatrix, with the result that (*a*) the gift of the estate to him lapsed, and (*b*) on its literal construction the gift to the sisters and nephew was inoperative because the precise contingency on which it was expressed to operate, the simultaneous deaths of the testatrix and her husband, had not occurred. In the circumstances it was sought to imply a gift to the sisters and nephew in the alternative event which had happened of the husband having failed to survive the testatrix.

The matter came at first instance before Harman, J., whose view was that something had indeed been accidentally omitted from the will, but who did not feel certain enough in his own mind as to what had been omitted to make the omission good by implication. The Court of Appeal reversed this decision. This court held not only that there had been an obvious omission but that the nature of the omission was reasonably plain. As Jenkins, L.J., put it, in setting out to provide for the contingency of her husband not surviving her, the testatrix expressed imperfectly the contingency for which she intended to provide; and the court could say with sufficient certainty that the alternatives which she intended to provide for were either the event of herself and her husband both dying at the same time or the event of his dying in her lifetime. That made the will a sensible and complete disposition.

The case was very similar in its essential facts to *Re Smith*, and its conclusion, if one may say so, was an eminently satisfactory one. It is in one of the reasons given for the conclusion which was reached that the case is somewhat puzzling.

Evidence of husband's will

It was in evidence that on the same day as the testatrix's will was executed the husband had executed a will which, *mutatis mutandis*, had the same omissions in it. Both Jenkins and Romer, L.JJ., referred to this in their respective judgments. The former expressed himself as being puzzled about the effect to be attributed to "the really remarkable circumstance that the husband in his will had fallen into the same error. That might be seized upon as suggesting that it was not an error at all, but that the will was drawn in this way advisedly, to meet some eccentric whim of the spouses. On the other hand, it might be said that, if it is improbable that the wife should make a disposition to take effect only in the contingency of herself and her husband both dying at the same time, it is doubly improbable that the husband should have had the same capricious notion. On the whole, I think that this matter does not greatly affect the case one way or the other." Romer, L.J., after referring to the decision below and the doubts expressed by Harman, J., as to the nature of what was to be supplied to make the apparent omission good, said that such doubt as he had felt lay rather on whether it

was clear on the face of the will that there had been an omission. "That doubt," he went on, "is somewhat emphasised by the fact that the husband's will executed on the same day had, *mutatis mutandis*, precisely the same clause in it, so that if there was an accidental omission from the wife's will there was a similar omission from the husband's . . . It is rather more difficult, I imagine, to assume that something has been omitted by mistake from two wills than from one." The third member of the court, Sellers, L.J., also referred to the fact that the husband had made a similar will to that of the testatrix in his short judgment, in which he expressed his concurrence with the views of his brethren.

Should such evidence be admitted?

Looking at this decision and the reasons given for it as a whole it does not seem that any great reliance was placed on the husband's will: the decision would, I think, have been the same if the husband had made a quite different will, or if there had been nothing in evidence about the husband's will at all. But was it strictly right to admit this evidence of the husband's will? The passage in Jarman to which I referred earlier, and which is now authoritative, to my mind suggests a very definite "no" as the answer to this question. The point was probably of no importance in this case. But it may be in others, and in advising on this question, which in my experience crops up from time to time, it would, I think, be safer to assume that, as a general rule, both the fact of the omission and the matter which it is desired to supply to fill it must be apparent on the face of the testamentary instrument, without recourse to other facts, if the principle illustrated by these cases is to be successfully invoked.

"A B C"

Landlord and Tenant Notebook

WOLFENDEN REPORT: USER OF PREMISES

CHAPTER XI of the Report of the Committee on Homosexual Offences and Prostitution (Cmnd. 247), which is in Pt. III (Prostitution), is concerned with "Premises Used for the Purposes of Prostitution." The Departmental Committee was appointed to consider, and has considered, the law and practice relating to offences against the criminal law; but inevitably the twenty-nine paragraphs of Chapter XI have much to say relating to and affecting the rights and liabilities of landlords and tenants against and towards each other. The function of the criminal law, as the committee saw it, is to preserve public order and decency, to protect the citizen from what is injurious, and to provide sufficient safeguards against exploitation and corruption of others (para. 13); but, when the disorder, indecency or injury occur on demised premises, the position of the parties to the demise comes under review.

Letting: permitting

Paragraph 308 sets out the provisions of what became (while the committee was at work) ss. 33–36 of the Sexual Offences Act, 1956 (consolidating and amending provisions of the Criminal Law Amendment Acts, 1885, 1912 and 1922). These are summarised in para. 314 "in non-technical language". There are two paragraphs, the first divided into three sub-paragraphs stating three separate offences connected with brothels: keeping or assisting in keeping, a landlord knowingly letting premises for that use, tenant or occupier or person in charge permitting use; the second paragraph runs "for a tenant or occupier to permit premises to be used for the purposes of habitual prostitution." The distinction is drawn deliberately, for mention had already been made in between (para. 312) of a landlord's right, on his tenant or the occupier being convicted of knowingly permitting use as a brothel, to assign the lease to an approved party, and his right to determine the tenancy agreement if the assignment is not made within three months; while failure to exercise his right may result in his being deemed to be a party to subsequent offences by the tenant.

It is later pointed out (para. 324) that the assignment may be called for in the event of the tenant being convicted of permitting user as a brothel; there is no such course open to a landlord whose tenant is convicted of keeping, or managing, or assisting in the management of, a brothel on the premises; nor is it available to a landlord whose tenant is found guilty of knowingly permitting premises to be used for the purposes of habitual prostitution.

The committee considers the distinction between "permitting" and "keeping", etc., anomalous. I think it overlooks the fact that when the keeper is a tenant he can always be proceeded against under the Sexual Offences Act, 1956, s. 35 (1), rather than under s. 33 of the Act. As to permitting use for habitual prostitution, the Committee itself upholds the distinction between letting to a prostitute and letting for the purposes of prostitution; the one should not, the other should, it considers, be a crime.

Its recommendations relate to offences by tenants, to the consequences of conviction, and to enforcement. It is in favour of landlords being notified of any proceedings against tenants charged either with keeping or managing, etc., a brothel, knowingly permitting user as a brothel, or knowingly permitting user for habitual prostitution; the landlord would be entitled to apply, on the tenant being convicted, for one of two orders: an order determining the tenancy, or one requiring the tenant to assign it within three months to an approved assignee; failure to take advantage of this right would expose him to criminal proceedings in the event of further trouble unless he has taken all reasonable steps to prevent recurrence. It considers that the fate of the tenancy should be decided by the court which decides that of the tenant, the facts fresh in its mind.

Other distinctions

The committee examines at some length the legal meaning of "brothel," the keeping of such being a common-law as well as a statutory offence. Reference is made to decisions showing that at least two women must use the premises; curiously enough *Durose* v. *Wilson* (1907), 96 L.T. 645, is not among the authorities cited, though a classification (made in para. 315) which includes (under (*c*)) "houses in which a number of rooms are let off to prostitutes who use them indiscriminately" must have been based on that decision. It makes the comment one would expect on the offence of knowingly permitting premises to be used for the purposes of habitual prostitution:

a tenant who occupies part of the demised premises and lets the rest to a woman who uses that part for the purposes in question commits no offence, as he is landlord and not tenant or occupier : *Siviour* v. *Napolitano* [1931] 1 K.B. 636.

Recommendation

The committee is not in favour of making any offence automatically terminate a lease ; hence, no doubt, the suggested discretion to make one of two orders. Its reasoning is that automatic determination may result in a penalty disproportionate to the offence. A lease, it is pointed out, may be granted in consideration of a substantial premium and reserve a nominal rent. But it makes no direct comment on decisions in forfeiture cases in which that consideration has been brushed aside.

Forfeiture

In *Egerton* v. *Esplanade Hotels, Ltd.* [1947] 2 All E.R. 88, most of the judgment was concerned with the question whether the Law of Property Act, 1925, s. 146 (1), notice was invalid because it had not called upon the tenants to remedy the breaches of covenant—against annoyance, and limiting user to that of a high-class private residential hotel, etc. ; it was held that, the premises having been used as a brothel, the breach was irremediable—being, as Morris, J., said, " of such a nature that it must cast a stigma on the premises and impose a taint which can only be removed if those who have brought it about are no longer associated with the premises "—and that the notice was thus valid. And while the learned judge did not go as far as to say that irremediability entailed refusal of relief, he refused it, saying : " Did or did not those who were running this hotel know what was happening ? Did they or did they not profit deliberately and without regret as the result of what was happening ? "

But in *Borthwick-Norton* v. *Romney Warwick Estates, Ltd.* [1950] 1 All E.R. 798, we find Goddard, L.J., proclaiming : " The discretion given by s. 146 (2) of the Act [Law of Property Act, 1925] is not to be exercised in favour of people who suffer premises to be used as a brothel " ; Cohen and Singleton, L.JJ., agreeing.

It may, of course, be pointed out that a compulsory assignment provision meets the objection voiced by Morris, J., but, as the committee's proposals stand, the result of giving effect to them would be that a tenant who had not covenanted not to suffer use for immoral purposes, etc., would still be in a better position, merely because he had not so covenanted, than one who had given such an undertaking covered by a proviso for re-entry. One may wonder whether this is intended or desired.

Nuisance

The committee is at pains to avoid creating the impression that it approves of prostitution ; and when it reaches the conclusion that it " would not be right to amend the law in such a way as to make guilty of a criminal offence a person who lets premises to a prostitute who uses them, even with his knowledge, for the purposes of her own habitual prostitution " it mentions that a lease granted with the intention of such user is unenforceable. This, indeed, is elementary ; merely an application of *ex turpi causa non oritur actio*, which has been held to prevent a landlord recovering rent for a room let to a kept woman (*Upfill* v. *Wright* [1911] 1 K.B. 506). But the committee also mentions the recent case of *Thompson-Schwab* v. *Costaki* [1956] 1 W.L.R. 335, showing that the use of premises for prostitution may be actionable as a (private) nuisance ; and in this connection reference could be made to *Jaeger* v. *Mansions Consolidated, Ltd.* (1902), 87 L.T. 690 (C.A.), in which the tenant of a flat, bound as were other tenants by a covenant not to permit immoral user, sued the landlords when one of the other flats was, with their assent, so used. It was held that there was no breach of covenant for quiet enjoyment ; but that there was a common scheme (as to such, see p. 622, *ante*) rendering the landlords liable ; and that they were also liable, by reason of the nuisance, for derogation from grant. On the other hand, the committee's main observations accord with the Rent Act decision in *Frederick Platts Co., Ltd.* v. *Grigor* (1950), 66 (1) T.L.R. 859 (C.A.) : the decision of a county court judge, who had refused to make an order for possession on the ground of nuisance or annoyance to adjoining occupiers (Rent, etc., Restrictions (Amendment) Act, 1933, Sched. I (*b*)), because, though evidence had been given of immoral user, no neighbour had testified to nuisance or annoyance, was upheld. The Court of Appeal considered that the judge had misdirected himself in thinking that an inference of nuisance could never be drawn from such facts ; but, as it had not been drawn, declined to interfere.

Rent as earnings

While the committee, as I have mentioned, brought its references up to date when citing the Sexual Offences Act, 1956, which had been passed since its deliberations began, the disapproval of *R.* v. *Silver* [1956] 1 W.L.R. 281 expressed by Pilcher, J., on 24th January of this year in *R.* v. *Thomas* [1957] 1 W.L.R. 747 seems to have come too late. The ruling in the former (see 100 Sol. J. 228) that though an exorbitant rent was charged for premises which, to the landlord's knowledge, were to be used by the tenant for the purposes of prostitution, that rent was her, not his, earnings, so that he could not be convicted of living on the earnings of prostitution (Vagrancy Act, 1898, s. 1 (1)), was disapproved, and the decision " not followed," in the latter (see p. 387, *ante*). Nevertheless, the committee's recommendations that a landlord who can be shown to be letting premises at an exorbitant rent or demanding exorbitant key-money in the knowledge that they are to be used for the purposes of prostitution should be deemed to be living on the earnings of prostitution is worth considering, if only for the reason that *R.* v. *Silver* and *R.* v. *Thomas* were decided in the same court.

R. B.

DEVELOPMENT PLAN

Development Plan for the County Borough of South Shields

On 29th August, 1957, the Minister of Housing and Local Government amended the above development plan. A certified copy of the plan as amended by the Minister has been deposited at the Town Clerk's Office, Town Hall, South Shields, and the copy of the plan so deposited will be open for inspection free of charge by all persons interested between the hours of 9 a.m. and 5.15 p.m. on weekdays and 9 a.m. and 12 noon on Saturdays. The amendment became operative as from 16th September, 1957, but if any person aggrieved by it desires to question the validity thereof or of any provision contained therein on the ground that it is not within the powers of the Town and Country Planning Act, 1947, or on the ground that any requirement of the Act or any regulation made thereunder has not been complied with in relation to the making of the amendment, he may within six weeks from 16th September, 1957, make application to the High Court.

HERE AND THERE

ON THE JOB

DEAR readers (if I may so far presume as to address you thus), do you realise, in the middle of your leisurely vacation, that your unhappy columnist never rests? Wherever he may be, whatever may be the condition of his health or spirits, he thinks of you at least once a week. He must. To each one of you he may truthfully sing: "Ton souvenir est toujours là." But it is not every place that provides suitable material for a legal newsletter. Here, for example, on the eastern borders of law-abiding Luxemburg, the legal or litigious aspect of life is very little in evidence. Even international law seems to slumber, for at point after point one can walk straight across the German border, with all the barriers up and not a single guard in sight, past the lines of shattered strong-points which formerly made entry a perilous adventure, and scarcely realise one has jumped a demarcation until one sees the black eagle on the yellow ground marking the first village. At that point all but the boldest turn back, in case some over-zealous policeman may take a hostile and suspicious view of an unidentified stroller who has omitted to bring his passport. Except for running-down cases there is very little law-breaking in idyllic Luxemburg. But, oddly enough, the only *cause célèbre* which the courts have pending at the moment has an international flavour. A Luxemburger is awaiting trial on a charge of rape and murder committed in France. He is alleged to have crossed the Moselle and killed a girl of twelve, burying her in the woods. The French demanded extradition, but the Luxemburg courts have asserted their jurisdiction to try the case at their own assizes.

THE JUDGE

IN default, then, of any topical material, I shall fall back on the legitimate resort of a *revue de presse*. The Inn here (it was once patronised by that celebrated hostess-ambassadress Mrs. Perle Mesta) has various back numbers of *Life*, half a year or so old. So, with due acknowledgments, let me venture to offer you two selections from its pages, one about a judge and the other about a convict, each of them, in his way, a most remarkable man. The judge is seventy-six-year old John Peter Barnes, Chief Judge of the Northern Illinois U.S. District Court. His square white beard makes him look (to borrow a phrase of Maurice Healy, describing one of the Irish judges of his youth) "like a severe edition of Father Christmas." It also makes him look rather like an old-fashioned late nineteenth century farmer, rather like President Kruger, for instance, or like that sturdy old English farmer, Kruger's double, whom, at the height of the anti-Boer fever, G. K. Chesterton (to his own whimsical amazement) failed to convert from Tory Imperialism to Liberalism. Nor is this physical appearance misleading, for the judge was born on a Pennsylvania farm and spends his leisure hours on a 130-acre farm in Illinois, living on two acres and letting the rest to a tenant. "All country boys who become lawyers want to be judges," he says. His salary is less than half of what his professional income was when he ascended the Bench a quarter of a century ago. He has the reputation for being somewhat arbitrary, nor does he shrink from it. The most important quality in a judge, he says, is "not to be human." In accident cases, "you can't give away other people's money just because somebody needs it." Again, "you must hold the scale even between your friend and a man you dislike." You must not be afraid to do the unpopular thing. Nor does this come hard to Judge Barnes. "I have considerable confidence in my own opinion," he says, "like any lawyer worth his salt." Finally, he sleeps nine hours a night. "Litigants deserve an intelligent trial and the worst thing that can happen is an old judge asleep on the Bench." He has another habit: "I seldom wear robes. I may exasperate my colleagues, but if a judge doesn't sit on the Bench with dignity robes won't do it for him."

THE CONVICT

Now for the convict. Do you remember Nathan Leopold? No, you don't, most of you, unless you are addicted to legal history. It is a long way back to 1924 and his was an American case at that. In that year two very young men, Leopold and Richard Loeb, were convicted of the particularly wanton and brutal murder of a fourteen-year-old boy. Their crime was dramatised in a sensational play called "Rope." They were defended by the great Clarence Darrow, one of the wizards of the American Bar, who got them off with sentences of ninety-nine years and the hope that some day they would be released on parole or, as we used to say in England, ticket of leave. Loeb was killed in a prison fight in 1936. Leopold is still in gaol, in the Illinois State Penitentiary, surely one of the most remarkable convicts in the world. He knows twenty-eight languages, including Greek, and in 1933 he was given leave to start a correspondence school. Men with little or no education applied themselves over a period of years with considerable success to spare time study. Leopold relates that "some of our examinations were administered to 500 students from Chicago public high schools and their highest marks turned out about the same as our lowest." Naturally, he runs the prison library, which, thanks to a fortunate fire in 1931, was reorganised according to modern library methods. He has worked in the X-ray laboratory and the pathology laboratory. He has volunteered as a subject of experiments with anti-malaria drugs. If he were released, he has the chance of employment with an organisation which has a public health service and a small hospital in Puerto Rico. While teaching German and biology to a murderer sharing his cell, he has written a book on his prison experiences. These are his conclusions: "Sending a man to prison oughtn't to be just punitive. Even more important is rehabilitation. The men in here, all of them, hope some day to be in the free world again. There seems little point in simply punishing a man, if, at the same time, you don't try to change his attitude." So there within the bounds of the same American State you have two personalities as strangely contrasted as any you could imagine anywhere.

RICHARD ROE.

The MANSFIELD LAW CLUB announces the following programme for the Michaelmas Term, 1957—10th October: "Upholding Professional Standards," by Lord Denning of Whitchurch. 24th October: "Modern Trends in English Commercial Law," by Mr. Clive M. Schmitthoff, LL.D. 7th November: "The Commercial Court," by Mr. Justice Devlin. 21st November: "Books on Commercia Law" by Mr. H. Goitein, Professor of Commercial Law in the University of Birmingham. 6th December: A moot. In the chair: Mr. A. S. Diamond, M.A., LL.D., Master of the Supreme Court, Queen's Bench Division. The meetings will be held at 6 p.m. at the City of London College, Moorgate, E.C.2. Tea will be available for members and their guests introduced by them from 5.30 p.m. onwards. Visitors are welcome at all meetings.

" The Solicitors' Journal "
Saturday, September 28, 1957

TEXT-BOOKS—A FANCY

It is only when he has completed his studies that the young lawyer can really enjoy the humour of his profession. Engrossed in his bible text-books, he never seemed to have time for him to explore the lighter side, and those heavy tomes themselves gave little indication of the law as something which was more alive than he was, consistently more witty, and frequently more vulgar. It is a little sad to think that this other knowledge of the law should have to be postponed, and, of course, the fault, if you consider it one, does not lie with the authors of text-books. However, it is interesting to speculate on the results of a complete change in their form, should it ever come to pass. Interesting, too, would be the problem of achieving a presentation that would serve both the purposes mentioned at the same time. Would the new books then teach best by mingling pleasure with instruction ?

Of course many of the existing books are themselves very fine literature, though for an 18-year-old articled clerk, fresh back from his argument at the county court office, they may be a little pompous or high falutin'. In times when solid gold automobiles are fashionable, we cannot expect him to be moved very much by examples like " If I build a carriage " or " If my neighbour sell an horse," even though he may enjoy anticipating the ineluctable warranty of soundness which will appear on the next page.

We do sometimes have a carriage-window view of the law's humour in a few of the books ; an oddity is occasionally pointed out ; witticisms from the bench are highlighted ; but too often the humour in these pages is of a donnish, tee-heeish nature, unless it is completely obscure, e.g., " As was said in a case like *Brown* v. *Jones* ' *nunc pluit et toto nunc Jupiter aethere fulget,*' and that everyone knows," and nearly always it is of the footnote variety, e.g., " *Jackson* v. *Smith* (A Special Power)."

Whenever lawyers are advocating a proposition not supported by authority, unbacked by tradition or precedent, they always " submit," and no doubt this is very dignified and proper, even if likely to cause a strangling of the submission at birth. Why not (it is submitted) let the full and raucous laughter of the court and lecture room enter our text-book pages ? Consider your reaction as a student when at the end of that chapter on Settlements you came across a photograph of a gentleman stripped to the waist, and leaning grandly on a great axe ; underneath, the caption " Successful applicant under s. 66, S.L.A., 1925 ? " You would immediately turn up s. 66 and find out what it was all about. With illustrations like this and the types to be mentioned later, the average rate of reading would probably increase by about thirty pages an hour. A book on tort would be one of the most absorbing interest if there were pictures of the various employees in the chapters on Seduction. Every articled clerk tries to picture them, at least on a first reading ; eventually he probably sees them as the same person, usually a typist in the office.

The outward form of the books could remain the same, at least to begin with, but could soon be replaced with bright illustrated jackets as the idea caught on. The following are a few suggestions derived from the hand motif :—

Contract	A pair of clasped hands.
Tort	A shaking fist.
Property ..	A hand drawing a curtain.
Revenue	Wringing, or praying hands.
Company Law ..	Hands with rings on every finger, and a cigar.
Divorce	Hands with no ring on any finger.
Equity	Hands with gloves on.
Trust Accounts ..	Hands without fingernails.

But these are only suggestions.

Inside, we would skip through the various acknowledgments, so as to come to the first matter of importance. It is considered that contact should be made between author and student at this early stage. There should therefore be a portrait of him, looking as harmless as possible. Not of course a bareskin bearskin thing, or even that one taken on the sands at New Brighton when there was a film in after all ; but something which will prove that the author is indeed human, and has only one head. If there is no portrait, then there should be some note of a more personal character, something quite short, like " I do not expect you to learn case references."

Can anything really be done to brighten up the index, tables of cases, statutes, and contents ? Perhaps a sprig of holly in the corner ? Or a cornucopia, tipping out at top right its contents down to bottom right on an unsuspecting crowd of little people, playing leapfrog or standing on their hands, who thereupon flee to bottom left, stumbling up an ornamental ladder, and point in excited little groups at the more important cases. The table of statutes could have insets of Eliz., Car., Geo. and Vic.

Apart from being brought up to date in language, so that the articled clerk will be more able to use the book to convince the managing clerk of his arguments, the text would be virtually unaltered. There must, however, be plenty of illustration, and this is particularly true in the drier subjects. At the beginning, however, there should be at least three pages without any pictures at all. It is only fair to say that some of the existing introductions cannot be bettered, and unfortunately there is as yet insufficient following for the ideas here expressed to justify any departure from the traditional. Enthusiastic reformers have suggested such things as " Once upon a time there was a snail that died in a ginger-beer bottle," as being a suitable introduction to the subject of tort, but those well versed in the law will know that a student cannot hope to understand the tort of negligence until he has fully mastered the general principles of liability. There was also the journalist who suggested the neck-jarring approach to the study of domestic relations : " And they got married and were divorced, and lived happily ever after. And here's how." But these and similar ideas have been treated with deserved contempt.

To return to the question of illustration of the text ; this will necessarily vary with the subject being treated. In tort and contract, the facts of the cases are themselves often interesting enough to hold attention, but a colour print or plate here and there would not go amiss. An odd pen sketch or diagram of a feverole, alongside a horsebean ; some landscapes, a broken fence, a contented cow distrained damage feasant, a field of common English sainfoin in the autumn sun. With divorce no illustration is needed, of the instructional type, just lots of photographs of the parties, including those taken on holiday. As an afterthought, photostat copies of any confessions and discretion statements could be included where available. What about that lightning pen sketch

(drawn by counsel) of the judge who read the petition asking him to exercise his discretion notwithstanding his adultery?

It is with the Chancery subjects, however, that carefully planned illustration can really be of assistance to the student. When this question of revision of text-books was in its eager infancy, it was proposed that the whole of equity could more satisfactorily be dealt with as a strip cartoon. The darlings of equity were to have been shown, proudly walking the settled land, a ready maxim on their unrazored lips and a fraud on their power, in search of the lunatic trustee who for three-quarters of the story pleaded the Limitation Act, 1939, s. 19, and/or lack of writing. In the final strip he was to have been made to elect, and the beneficiaries get such other relief as the court in the exercise of its unfettered discretion thought fit. It was reluctantly decided, however, that this procedure was rather too visual, and a bit transatlantic, and it has therefore been shelved.

The next best, and really workable illustration is the cut-out type. When opening your volume on real property, what a delightful surprise you will get as there springs up before your eyes a small scale model of the principal mansion house, complete with tiny trees planted for ornament or shelter. This cannot fail to interest the student who usually has difficulty in distinguishing one end of a disentailing assurance from the other. (There are also properly labelled models of these.) Perhaps, too, the ingenuity of conveyancers will eventually devise a model of a limitation which does not infringe the rule against perpetuities, though this may be looking too far into the future. In addition to the models, the subject-matter of the chapters can be caught in a few simple symbolic lines: a line of washing on easements, a pair of wooden shoes on mortgages, and many others for which at the moment there is no space.

The humour of the actual text cannot be commented on, since it is a matter for the individual writer, except to say that it should not be entirely uninfluenced by the illustrations. Useful snippets of background information will put the student into the atmosphere. Arguments of counsel with the Bench; what the successful plaintiff said after the hearing to his solicitor; what the unsuccessful defendant said to his; what documents were mistakenly omitted from the notice to produce, etc. But the true aim, that of educating in the law, must not be lost sight of in a welter of cranks and asides.

Perhaps all that we have talked about will not come at one and the same time. Like all reforms it will be a process of trial and error. It may be as long as five years before we see the matters envisaged in full swing. A whole generation of articled clerks and students will endure their work without discovering, until it is late enough, how delightful the law really is.

T. W.

RENT ACT PROBLEMS

Readers are cordially invited to submit their problems, whether on the Rent Act, 1957, or on other subjects, to the " Points in Practice " Department, " The Solicitors' Journal," 21 Red Lion Street, London, W.C.1, but the following points should be noted:—

1. Questions can only be accepted from registered subscribers who are practising solicitors.

2. Questions should be brief, typewritten *in duplicate*, and should be accompanied by the sender's name and address *on a separate sheet.*

3. If a postal reply is desired, a stamped addressed envelope should be enclosed.

Section 11 (2), proviso—Occupier Let in by Prospective Purchaser—Contract Determined

Q. *A* is the landlord of Blackacre, a house within the Rent Acts. In March, 1957, *A* agreed to sell Blackacre, which was vacant, to *B* under a contract for sale. *B* immediately thereafter allowed *C* to occupy Blackacre with the knowledge of *A*. *B* has failed to comply with the terms of the contract and it has been determined by *A*. It is assumed that *A* can obtain possession of Blackacre (see *Cobb* v. *Lane* [1952] 1 All E.R. 1199, *per* Romer, J., at p. 1202) and that the house is decontrolled under the Rent Act, 1957. *A* is contemplating granting a tenancy of Blackacre at a negotiated rent to *C* under the Rent Act, 1957, s. 11 (2). Would you consider it advisable first to obtain an order for possession against *C*, and if this were obtained would it create an estoppel so as to prevent *C* claiming at a later date that he was " a tenant " under a controlled tenancy?

A. On the facts given it is considered that *C* is at best a licensee and cannot, therefore, claim to retain possession of the premises. A letting of them to *C* will not come within the proviso to s. 11 (2) of the Rent Act, 1957. It is not felt necessary that *A* should go to the extent of bringing proceedings for possession against *C*, but in order to avoid the possibility of future complications correspondence with *C* should be entered into in order that an acknowledgment can be obtained as to the true facts.

Schedule I—Landlord's Undertaking to Repair—Disagreement over One Item

Q. There appears to be a difficulty for a landlord in circumstances such as we describe below. A tenant in Form G sets out defects of repair all of which the landlord is prepared to remedy with one exception (the replacement of a gate). If the tenant fails within six weeks to agree in writing that the remaining defects need alone be remedied it seems that the landlord must either undertake in Form H to do *all* the repairs which he has not carried out within the six weeks or omit the item which he considers unreasonable and thereby risk his undertaking being invalid as not being in the statutory form. Will the landlord in such circumstances have to wait and see if the tenant obtains a certificate of disrepair in respect of the gate? It should perhaps be mentioned that in the case we have in mind the landlord has, in the notice of increase served on the tenant, refrained from asking for the full increase permitted by the 1957 Act.

A. We agree that there is no immediate way out, for the reasons stated. Thus, if the landlord does not consider that the gate ought to be replaced, having regard to the age, character and locality of the dwelling (Sched. I, para. 3), his remedy is to make application to the county court pursuant to Sched. I, para. 4 (4). See, as to procedure, the Rent Restrictions Rules, 1957, para. 2.

Decontrol—Combined Premises—Application of Landlord and Tenant Act, 1954

Q. Will you kindly clarify the position with regard to this Act in so far as it affects a combined dwelling-house and business property with a rateable value of over £30 in the

provinces, which becomes decontrolled by virtue of the Act. Can you please tell me whether this property becomes decontrolled as from the 7th July, 1957, and immediately subject to the provisions of Pt. II of the Landlord and Tenant Act, 1954, or whether the fifteen-month rule still applies, that is to say, although the landlord can give six months' notice under the Landlord and Tenant Act, 1954, such notice cannot become operative until the 7th October, 1958, or does the Landlord and Tenant Act come into operation immediately after 7th July, 1957, without reference to the fifteen-month rule ?

A. In our opinion, the property became decontrolled on 6th July (s. 11 (1)) and automatically (if the tenant carries on business on the premises) subject to Pt. II of the Landlord and Tenant Act, 1954. If on 6th July, 1957, the tenancy was a " statutory " one (as a result of determination or of notice of increase of rent) it ranks as a continued tenancy under that Part : Rent Act, 1957, Sched. IV, para. 11 ; but whether it was then statutory or contractual, the " 15-month " rule does not apply : Sched. IV, para. 2 (6) ; and in our opinion, the difference can only be of importance in connection with the minimum length provisions of the Landlord and Tenant Act, 1927, s. 25 (3).

Decontrol—Rent Limit—Failure to Serve Notices in respect of Previous Rate Increases

Q. We act for *A*, the landlord of a house which has a rateable value in excess of £30, and Form S has been served on the tenant to determine his tenancy in October, 1958. The standard rent of the house, which was first let in 1940, is £1 a week inclusive of rates. From time to time the rent was increased. The weekly increases for rates between 1940 and 1957 amount to 17s. 9d. and a further 12s. 3d. was wrongly added to the rent, so when the Rent Act, 1957, came into force the tenant was paying a rent of £2 12s. None of these increases were accompanied by the statutory notice of increase and the landlord has agreed to pay back to the tenant two years' overpayment of rent to date. In order to put the rent in order for the future we served a notice of increase (Form B) under the Rent Act, 1957, increasing the rent from £1, the standard rent, to £1 17s. 9d., the sum of 17s. 9d. representing the increase of rates from 1940 to the 6th July, 1957. The tenant's solicitors have now returned our notice saying they cannot accept it, as under the Rent Act, 1957, the effect of the Act is that only increases of rates since July, 1957, can be passed on to the tenant in cases such as this. We can find no authority for this proposition in the Rent Act, 1957. Surely if the landlord now pays up the overpayment for the last two years he is allowed to add on to the standard rent of £1 the sum of 17s. 9d., the amount by which the rates have increased during the period. We cannot think that the landlord is confined to the standard rent of £1 for the remainder of the tenancy. If such a notice of increase can now be served presumably, as it is a weekly tenancy, only a week's notice need be given.

A. The matter is governed by para. 3 of Sched. IV to the Rent Act, 1957. By that paragraph the rent will be the rent recoverable from the tenant for the rental period at the time of decontrol, subject to any adjustment under s. 3 of the Act, which allows for increases in the amount of rates since that date. The rent recoverable must mean the amount of rent lawfully recoverable, and at the date of the commencement of the Act this was £1. Admittedly a greater rent would have been recoverable due to increases in rates if notices in the proper form had been served, but it is now impossible to serve such notices as the provisions authorising them have been repealed. We therefore agree with the tenant's solicitors.

Decontrol—Three-year Agreement with Tenant's Option to Determine

Q. We act for the landlord of premises which have become decontrolled by the Rent Act, 1957, as being over £30 per annum rateable value. The landlord is prepared to grant a three-year lease to the tenant in accordance with the requirements of Sched. IV to the Act, at a higher rent. The tenant has stated that he is quite prepared to pay the increased rent and accept the landlord's terms but that he does not wish to bind himself for the three-year period. The landlord is anxious that any increase in rent should be valid, as, if it is not, he thinks the tenant may change his attitude at a later date and ask for the return of any over-paid rent. Paragraph 4 of Sched. IV to the Act describes the tenancy which is required as " a tenancy not expiring, or terminable by notice to quit given by the landlord, earlier than three years from the commencement thereof." We read this as meaning that a three-year tenancy containing a power for the tenant to determine the same before the expiry of the full three years would be valid inasmuch as the landlord is bound for the whole three-year period.

A. We agree with the interpretation suggested. In our opinion, the apparent verbosity deliberately anticipates such a difficulty as arose in *Quinlan* v. *Avis* (1933), 194 L.T. 214 (Rent, etc., Restrictions Act, 1923, s. 2 (2) provided for decontrol by grant of valid lease not less than two years ; tenant's option to determine at one year ; held, by reference to intention, subsection applied), and would prevent that difficulty being submitted to any higher court.

Erratum

In the second paragraph of the first answer on p. 729, *ante*, for "£6 1s. 6d. per quarter", substitute "£4 17s. 6d. per quarter".

BOOKS RECEIVED

" Taxation " Key to Income Tax and Sur-tax. Finance Act Edition, 1957. Edited by Ronald Staples. pp. 223. 1957. London: Taxation Publishing Company, Ltd. 10s. net.

No Moaning of the Bar. By Geoffrey Lincoln. pp. 153. 1957. London: Geoffrey Bles. 11s. 6d. net.

The Sexual Offences Act, 1956. Reprinted from Butterworths' Annotated Legislation Service. With Introduction and Annotations by C. Bruce Orr, of Gray's Inn, Barrister-at-Law. Consulting Editor: Leslie Boyd, of Gray's Inn, Barrister-at-Law. pp. xxiii and (with Index) 164. 1957. London: Butterworth & Co. (Publishers), Ltd. £1 5s. net.

Abolish the Blasphemy Laws. By Robert S. W. Pollard, J.P., L.A.M.T.P.I., Solicitor pp. 15. 1957. London: Society for Abolition of the Blasphemy Laws. 6d. net.

Register of Defunct and Other Companies removed from the Stock Exchange Official Year-Book, 1957. Editor-in-Chief: Sir Hewitt Skinner, Bt. pp. iv and 520. 1957. London: Thomas Skinner & Co. (Publishers), Ltd. £1 10s. net.

Shaw's Guide to Rent Control and the Increase of Rents. Second Edition. By Quentin Edwards, of the Middle Temple and the South Eastern Circuit, Barrister-at-Law. pp. xxiii and (with Index) 225. 1957. London: Shaw & Sons, Ltd. £1 2s. 6d. net.

The Rent Act, 1957. Reprinted from Butterworths' Annotated Legislation Service. With General Introductions and Annotations by S. W. Magnus, B.A., of Gray's Inn, Barrister-at-Law. pp. xx and (with Index) 292. 1957. London: Butterworth & Co. (Publishers), Ltd. £1 12s. 6d. net.

REVIEWS

Odgers' Principles of Pleading and Practice in Civil Actions in the High Court of Justice. Sixteenth Edition. By BASIL ANTONY HARWOOD, M.A., of the Inner Temple, Barrister-at-Law, a Master of the Supreme Court. 1957. London: Stevens & Sons, Ltd. £2 10s. net.

Only eighteen months have gone by since the publication of the last edition of this excellent study of pleading and practice in a High Court action. The new matter in this latest edition is confined to a restatement of the rules of appeals (chapter 24) and that on execution (chapter 25), which has received some plastic surgery according to the editor. In four hundred pages, most economically expressed, Master Harwood has laid bare the principles and practice of High Court litigation, taking each step in an action in a separate chapter. After an introductory survey, which is most helpful to the beginner and can be read over again by practitioners with profit, he begins with matters which must be considered before the issue of the writ, through service, procedure under Ord. 14, pleadings, trial, appeals, execution—and two excellent chapters on Chancery procedure by Raymond Walter—until finally he devotes a chapter to costs. There are ample illustrations of the rules, excellent appendices on the rules affecting pleadings and precedents: altogether the book is one which every solicitor who engages in High Court work should have near to hand for consultation and guidance. The fact that the editor is a Master of the High Court, engaged daily upon the problems of pleading and practice, makes the authority of the work beyond question and almost, because of its excellent presentation, beyond criticism.

The Law of Wills. Fifth Edition. By S. J. BAILEY, M.A., LL.M., of the Inner Temple, Barrister-at-Law. 1957. London: Sir Isaac Pitman & Sons, Ltd. £2 10s. net.

This is a further edition of the standard students' textbook on the subjects of wills, intestacy and administration of assets. Both the choice of material and the manner of presentation are most satisfactory. The author, very wisely, writes on the assumption that the book will be read by those who have little or no previous knowledge of the law of property and equity. The present edition mentions relevant decisions which have been made in the last few years, including an appreciable number on the subject of family provision.

The fourth edition was published not long after the passing of the Intestates' Estates Act, 1952, and we had occasion in the review which appeared in vol. 97, p. 453, of THE SOLICITORS' JOURNAL, to criticise the method of incorporation of the changes made by that Act. No such charge can be levelled against the present edition as the text has now been adequately revised. Nevertheless, we still fail to understand why a description of the contents of Pt. I of the 1952 Act (which amends the law of intestate succession) should be contained in an Appendix. Most of these rules are adequately set out in their proper place in the descriptive text. Why then should the summary remain in an Appendix?

Hobson's Local Government. Third Edition. By PETER DOW, M.A. (Cantab.), of the Middle Temple and the South-Eastern Circuit, Barrister-at-Law. 1957. London: Shaw & Sons, Ltd. £2 17s. 6d. net.

This is rather an unusual type of book, consisting of about 150 short articles on a wide variety of subjects in the local government field. Most of these are notes only, but the treatment is somewhat uneven, some titles amounting to an abstract of a particular statute (see, e.g., "Coast Protection," or "Smoke," in the supplement), a few providing a summary of the whole of the law on a subject (e.g., "Housing"), and yet others amounting to little more than random observations which are scarcely even informative (see, e.g., "Women"); but, to be just, there are not many titles falling within the latter class.

The publishers describe the work as "A library in a single volume," but we doubt whether any single subject is dealt with in sufficient detail for the book to recommend itself to legal practitioners. Local government officers will no doubt find the work of value—if only because of the welter of references—and it will be very useful as a quick reference book for public libraries and for elected representatives; it must have proved its value in the earlier editions. The appeal of the book is unfortunately further limited in that it deals only with the work of district councils.

This new edition has been brought thoroughly up to date; all the recent statutes and case law have been noted in the text. We found a few misprints and printer's errors, but these are obvious and not important, and the text, so far as we could judge, is substantially accurate. Good indices are provided and by modern standards the price is reasonable. Finally, are the literary quotations at the head of some of the titles really in place in a practical work of this kind?

IN WESTMINSTER AND WHITEHALL

STATUTORY INSTRUMENTS

Chester-Bangor Trunk Road (Abergele By-Pass and Llanddulas Diversion) Order, 1957. (S.I. 1957 No. 1605.) 5d.
Eastbourne Water Order, 1957. (S.I. 1957 No. 1608.) 5d.
Import Duties (Exemptions) (No. 12) Order, 1957. (S.I. 1957 No. 1625.) 5d.
London Cab (No. 2) Order, 1957. (S.I. 1957 No. 1620.) 4d.
London Traffic (Prescribed Routes) (Battersea, Lambeth and Wandsworth) (Revocation) Regulations, 1957. (S.I. 1957 No. 1606.) 4d.
Stopping up of Highways (County of Bedford) (No. 7) Order, 1957. (S.I. 1957 No. 1597.) 5d.
Stopping up of Highways (County of Cambridge) (No. 7) Order, 1957. (S.I. 1957 No. 1617.) 5d.
Stopping up of Highways (County of Essex) (No. 19) Order, 1957. (S.I. 1957 No. 1618.) 5d.
Stopping up of Highways (County of Glamorgan) (No. 6) Order, 1957. (S.I. 1957 No. 1616.) 5d.
Stopping up of Highways (County of Glamorgan) (No. 7) Order, 1957. (S.I. 1957 No. 1598). 5d.
Stopping up of Highways (City and County Borough of Gloucester) (No. 1) Order, 1957. (S.I. 1957 No. 1596.) 5d.
Stopping up of Highways (London) (No. 64) Order, 1957. (S.I. 1957 No. 1619.) 4d.
Stopping up of Highways (London) (No. 65) Order, 1957. (S.I. 1957 No. 1609.) 5d.
Stopping up of Highways (County Borough of Stockport) (No. 2) Order, 1957. (S.I. 1957 No. 1599.) 5d.
Stopping up of Highways (County of Warwick) (No. 15) Order, 1957. (S.I. 1957 No. 1601.) 5d.
Tay River Purification Board (Area and Establishment) Order, 1957. (S.I. 1957 No. 1621 (S. 79).) 6d.
Tuberculosis (North, West, Central, Forth and South-West Scotland Attested Area) Order, 1957. (S.I. 1957 No. 1634 (S. 80).) 5d.
Tuberculosis (North-West England Attested Area) Order, 1957. (S.I. 1957 No. 1612.) 5d.
Tuberculosis (Southern England Attested Area) Order, 1957. (S.I. 1957 No. 1613.) 5d.
Tuberculosis (Wales Attested Area) Order, 1957. (S.I. 1957 No. 1614.) 5d.
Wages Regulation (General Waste Materials Reclamation) (Amendment) Order, 1957. (S.I. 1957 No. 1623.) 5d.
Wages Regulation (Licensed Non-residential Establishment) (Managers and Club Stewards) (Amendment) Order, 1957. (S.I. 1957 No. 1622.) 5d.
Wages Regulation (Ostrich and Fancy Feather and Artificial Flower) (Amendment) Order, 1957. (S.I. 1957 No. 1624.) 5d.

[Any of the above may be obtained from the Government Sales Department, The Solicitors' Law Stationery Society, Ltd., 21 Red Lion Street, London, W.C.1. Prices stated are inclusive of postage.]

NOTES AND NEWS

Honours and Appointments

The following promotions and appointments are announced in the Colonial Legal Service :—

Mr. J. N. GLOVER, Assistant Legal Draftsman, Ghana, to be Legal Adviser to the Western Pacific High Commission and Attorney-General to the B.S.I.P. ; Mr. W. J. HURLEY, Judge of the High Court, Northern Nigeria, to be Senior Puisne Judge, Northern Nigeria ; Mr. O. ONYECHI, Crown Counsel, Eastern Nigeria, to be Customary Courts Adviser, Eastern Nigeria ; Mr. F. H. S. BRIDGE to be Master and Registrar of Supreme Court, Sierra Leone ; and Mr. P. SHANNON to be Assistant Registrar General, Tanganyika.

Miscellaneous

DEVELOPMENT PLAN

[*See also p.* 742, *ante*]

CITY OF BATH DEVELOPMENT PLAN (Amendment No. 1)

On 30th August, 1957, the Minister of Housing and Local Government amended the above development plan. A certified copy of the plan as amended by the Minister has been deposited at the Town Clerk's office (Legal Section), Guildhall, Bath. A copy of the plan so deposited will be open for inspection free of charge by all persons interested at the place mentioned above, between the hours of 9.30 a.m. and 12.30 p.m. and between 2.30 p.m. and 5 p.m. on every weekday other than Saturdays when the hours are between 9.30 a.m. and 12 noon. The amendment became operative as from 17th September, 1957, but if any person aggrieved by it desires to question the validity thereof or of any provision contained therein on the ground that it is not within the powers of the Town and Country Planning Act, 1947, or on the ground that any requirement of the Act or any regulation made thereunder has not been complied with in relation to the making of the amendment he may within six weeks from 17th September, 1957, make application to the High Court.

WAR DAMAGE COMMISSION AND CENTRAL LAND BOARD

The undermentioned regional offices of the War Damage Commission and Central Land Board have been closed and their work has been transferred to London offices as shown :—

Offices closed	War damage work transferred to :
Eastern Region	
Block D, Government Buildings, Brooklands Avenue, Cambridge. Area covered : Norfolk, Suffolk, Cambridgeshire, Huntingdonshire, Bedfordshire, Hertfordshire and Essex.	The War Damage Commission, City Gate House, Finsbury Square, London, E.C.2.
Southern Region	
Whiteknights, Earley, Reading. Area covered : Buckinghamshire, Oxfordshire, Berkshire, Dorsetshire, Hampshire, Isle of Wight.	The War Damage Commission, Government Building, Bromyard Avenue, Acton, London, W.3. (Except work connected with *churches* which has been transferred to the commission's office at City Gate House, Finsbury Square, London, E.C.2.)

The Central Land Board work of the closed offices has been transferred to : The Central Land Board, 246 Stockwell Road, Brixton, London, S.W.9. War Damage technical centres will be maintained at Norwich, Portsmouth and Southampton.

PRINCIPAL ARTICLES APPEARING IN VOL. 101

6th July to 28th September, 1957

For articles up to and including 29th June, see Interim Index

CORRESPONDENCE

[The views of our correspondents are not necessarily those of The Solicitors' Journal]

Those Young Policemen (p. 694, *ante*)

Sir,—Alas for Richard Roe ! It was not "the constabulary of the heroic age" who "loved to hear the little brook a-burbling and listen to the merry village chime" but the enterprising burglar when not a-burgling and the cut-throat not engaged in any crime.

ANTHONY H. TIBBER.

London, E.C.4.

"THE SOLICITORS' JOURNAL"

Editorial, Publishing and Advertising Offices : 21 Red Lion Street, London, W.C.1. Telephone : CHAncery 6855.

Annual Subscription : Inland £4 10s., Overseas £5 (payable yearly, half-yearly or quarterly in advance).

Advertisements must be received first post Wednesday.

Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).